



**CITY OF ST. LOUIS DEPARTMENT OF HEALTH
CONTRACT YEAR 2022**

Contract Period: June 1, 2022 through August 31, 2022

REQUEST FOR PROPOSALS

FOR

**YOUTH SERVICES
SUMMER PROGRAMMING**

RFP OPENING DATE: March 21, 2022

RFP CLOSING DATE: April 11, 2022

City St. Louis Department of Health
1520 Market Street, Room 4051
St. Louis, MO 63103
(314) 657-1534

Note: If this RFP was downloaded from the City of St. Louis RFP Website each applicant must provide contact information to the RFP contact person in order to be notified of any changes in this RFP document.

NOTICE

YOUTH SERVICES SUMMER PROGRAMMING

REQUEST FOR PROPOSALS

CONTACT PERSON:

Craig Schmid
City of St. Louis Department of Health
1520 Market Street, Room 4051
St. Louis, MO 63103
schmidc@stlouis-mo.gov
(314) 657-1534

ESTIMATED SCHEDULE:

Date	Activity/Time
Monday, March 21, 2022	Request for Proposal Released
Monday, April 11, 2022	Due Date of Application- NO EXCEPTIONS 4:30 PM (CDT)
Monday, May 2, 2022	Selection by Professional Services Agreement Committee
Wednesday, May 18, 2022	Approval by St. Louis Board of Estimate and Apportionment
Thursday, May 19, 2022	Notification of Award
Wednesday, June 1, 2022	Estimated Contract Start Date
August 31, 2022	Completion of the First Year of the Project Period

YOUTH SERVICES SUMMER PROGRAMMING REQUEST FOR PROPOSALS APPLICATION FOR FUNDING

The City of St. Louis Department of Health (DOH) is soliciting proposals for Youth Services Summer Programming. The Mayor's Office of the City of St. Louis and the Department of Health are committed to evidence-informed programs that provide fun, safe and nurturing experiences for youth and disrupt the cycle of violence. Summer enrichment programs play a key role in cognitive, academic, social, and physical development. The benefits of high-quality afterschool enrichment activities carry forward into adulthood and are associated with fewer problem behaviors and less crime as well as higher educational attainment in adulthood.

I. APPLICATION FORMATTING REQUIREMENTS

The Request for Proposals (RFPs) may be obtained beginning Monday, March 21, 2022 from the City of St. Louis website at

<http://stlouis-mo.gov/government/procurement/index.cfm>.

No direct contact, either oral or written, between any applicant under consideration by the Selection Committee and any member of the Selection Committee is permitted. All contacts and questions must be submitted in writing no later than Thursday, March 31, 2022 to the designated contact person, Craig Schmid, by sending an e-mail to him at SchmidC@stlouis-mo.gov with a clearly marked subject heading of **"RFP—YOUTH SERVICES SUMMER PROGRAMMING"**. The designated contact person will respond in writing to each contact or question. All questions will be addressed in writing through addenda posted on the City of St. Louis website at <http://stlouis-mo.gov/government/procurement/index.cfm>. No Pre-Proposal Conference is anticipated. Please submit your proposal via email to schmidc@stlouis-mo.gov electronically timestamped no later than 4:30 pm (CDT) on Monday, April 11, 2022 and only in standard (8 x11 inch letter sized) in both Microsoft Word and PDF formats. **Late or incomplete proposals will not be accepted.** Applicants must adhere to the following:

- Must be in English language.
- Page and word number limits as set forth below in VII. CONTENTS OF PROPOSAL.
- Double spaced with one-inch margins.
- Use 12-point Times New Roman or Calibri font.
- Number each page at the bottom, except for the cover page.

Do not assume that the reader knows your organization or program. Issuing an RFP does not obligate the City of St. Louis Department of Health to award a contract to any provider, nor is the

City of St. Louis Department of Health liable for any costs incurred by the organizations in the preparation of proposals.

The City of St. Louis Department of Health retains the right to award parts of the contract to several bidders, not to select any bidders, and/or to re-solicit proposals.

II. FUNDING OBJECTIVE

The City of St. Louis Department of Health seeks to collaborate with community providers to provide fun, safe, and enriching full day programming (8 a.m. to 6 p.m.) that supports whole child development with the inclusion of daily activities in the Summer of 2022. Programming will take place in one or more of eight (8) St. Louis Public Schools identified in Section V. REQUIRED ACTIVITIES AND DELIVERABLES.

III. AWARD CEILING

A total of \$885,500.00 has been allocated for the project period (June 1, 2022 through August 31, 2022), subject to the appropriation of funding from the City of St. Louis. Up to twelve separate projects may be awarded. The maximum allowable award for an individual project is \$75,000.00. A maximum of 10% of the contract amount may be related to indirect costs. The actual service category award amount will be based on the actual amount available in the Community Development Administration (CDA) Community Development Block Grant (CDBG)-Coronavirus (CV) Funds appropriated for summer programming.

During the course of the contract, monthly payments will be made to the selected Proposers upon receipt and approval of proper invoicing, deliverables, documentation, and reporting.

IV. CONTRACTOR QUALIFICATIONS

Applicants must demonstrate:

- It is an organization with members assigned to this project who have at least three (3) years of experience in delivering evidence informed summer or after school programming activities of the nature identified in this RFP in the City of St. Louis, and implementation of culturally and linguistically appropriate approaches.
- Experience working in partnership and maintaining fundamental relationships with other nonprofits, resident leaders, faith leaders, youth, justice partners, law enforcement, city agencies and/or neighborhood-based community institutions to meet clients' service needs.
- A history of work centering equity for Black and Brown communities.
- Close links to health, mental health, behavioral health, educational and other social services for participant referral services.

- Knowledge of City of St. Louis communities/areas disproportionately affected by mental and behavioral health issues including any emerging trends and population demographics.
- Experience applying the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (National CLAS Standards) to support quality improvement and ensure the summer programming and services are implemented in a culturally appropriate manner.
(<https://thinkculturalhealth.hhs.gov/clas/standards>)
- Possession of all insurance coverages, permits, licenses and professional credentials necessary to perform the services specified in this RFP.

V. REQUIRED ACTIVITIES AND DELIVERABLES

All proposals submitted for consideration must be focused on implementation of a community-based strategy in the focus geographic area(s). The proposal must indicate how the not-for-profit organization will provide summer youth (5-17-year old), who are residents of the City of St. Louis, programming that includes academic instruction and enrichment activities such as arts, athletics, field trips, pools, and/or outdoor activities. Applicants for these funds must be able to clearly demonstrate that they have experience and are prepared to implement the programming in accordance with evidence-informed practices.

Applicants will be expected to provide the following programming deliverables:

1. Provide programming Monday through Friday from 8am to 6pm during the contract period.
2. Provide 3 meals each day.
3. Engage youth in cultural events and projects that explore diverse perspectives, ideas, beliefs and customs.
4. Provide an enriching program experience with Outdoors, STEM, Arts & Humanities, Health & Wellness, Citizenship; Literacy, Self-Development and/or Family Connection activities
5. Provide programming that encompasses the following five core learning principles that define quality afterschool and summer programming:
 - i. Learning that is Active: Use active and hands-on learning experiences and discovery
 - ii. Learning that is Collaborative: Use team building skills, listening, and resolving differences
 - iii. Learning that is Meaningful: Encourage youth ownership and choice, make learning relevant
 - iv. Learning that Supports Mastery: Use practice, explicit sequencing of skills, encourage “getting really good at something”
 - v. Learning that Expands Horizons: Encourage learning new skills, new cultures, and/or exploring careers and college options
6. Provide a minimum of one field trip per week.
7. Serve youth from underserved communities with adaptive services to support needs.
8. Serve Non-Native English-speaking households.

9. Serve youth who identify as non-binary, transgender and/or LGBTQIA+.
10. Have sufficient staff (including Social Workers) to implement evidence informed programming.

Applicants will be expected to provide the following data collection and reporting deliverables:

1. Work with and adhere to timely data collection and reporting requirements, as well as program evaluations as directed by the City of St. Louis Department of Health, including but not limited to monthly reports. See Monthly Programmatic Reports Excel Spreadsheet in Appendix I.

Applicants will be expected to complete the documents in Appendix I.

Program Service Areas:

Based on data maps that showed the locations of summer programming and clusters of 5–17-year-old youth, the City identified gaps in summer program offerings. In order to fill those gaps, the city is accepting proposals to establish summer programming at the following St. Louis Public School locations.

1. Nance Elementary School
2. Oak Hill Elementary School
3. Jefferson Elementary School
4. Patrick Henry Downtown Academy Middle School
5. Yeatman Middle School
6. Peabody Elementary School
7. Ashland Elementary School
8. Walbridge Elementary School

If funding allows additional sites may be added.

Budgeting:

Applicants shall have the administrative capacity to manage City contracts and provide regular financial reports regarding spending for this program on a monthly basis. Those expenses should include a breakdown of funding spent on staffing, supplies, training and equipment. Standard financial reporting forms will be developed by the City for the entity to fill out. Entities may work with a fiscal agent.

VI. SELECTION PROCESS AND EVALUATION CRITERIA (SCORING)

A. Evaluation Criteria (Scoring):

Proposals will be evaluated, scored, and selected based on the responses received to the Project Abstract and Program Narrative sections set forth in Section VII. CONTENTS OF PROPOSAL of this RFP. The top numerical score available for each section of the Program Narrative is listed

and underlined in the Program Narrative section of this RFP and summarized below. Only proposals found to be responsive (that is, complying with all instructions and requirements described in this RFP) will be reviewed, evaluated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Even if additional financial documents, business document and other required responses are not scored, they are still required to be included in the Proposal in order to be considered.

Proposals must incorporate how the organization will comply with the requirements set forth in all sections of this RFP.

Organizational Experience and Qualifications	_____ 40 Points
Project Team	_____ 10 Points
Project Design & Work Plan	_____ 40 Points
Budget & Financial Capacity	_____ 10 Points
Total	_____ 100 Points

B. Selection Process:

All proposals will undergo the following evaluation process. An assessment by an independent review panel will evaluate the proposal using the above point scores to provide recommendations to the DOH Professional Services Agreement Selection Committee (PSA), established under City of St. Louis Ordinance 64102. The total points possible are 100. Interviews of proposed finalists may occur at the discretion of DOH. DOH reserves the right to interview one or more organizations submitting proposals, request additional information as DOH may deem necessary, and/or reject any or all proposals with or without cause. The PSA Committee will evaluate and make selection(s) based on the responses received. Award selection notification is anticipated on or about Thursday, May 19, 2022.

The Department of Health reserves the right to reject any and all proposals submitted; to select one or more applicants; to void this RFP and the review process and/or terminate negotiations at any time; to select separate applicants for various components of the scope of services; to select final team members from among the proposals received in response to this RFP.

Additionally, any and all RFP project elements, requirements and schedules are subject to change and modification. DOH also reserves the unqualified right to modify, suspend, or terminate at its sole discretionary and all aspects of their RFP process, to obtain further information from any and all applicants, and to waive any defects as to form or content of the RFP or any responses by any organization/business. Proponents may be asked to make one or more presentations and participate in interviews.

C. Proposals Are Public and Become City Property:

All materials submitted in response to this RFP will become and remain the property of the City of St. Louis and will not be returned. Any Applicant to this RFP, and any Contractor awarded a contract or agreement pursuant to this RFP acknowledges that the City is a “public governmental body” under and subject to the State of Missouri’s Sunshine Law (the “Act”), Revised Statutes of

Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Contractor, nor of any record disclosed pursuant to the Act. Nothing in any awarded contract shall supersede, modify, or diminish in any respect whatsoever any of the City's rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that City determines in its sole discretion is a public record subject to disclosure under the Act.

D. Neither RFP Nor Proposal Is a Contract:

This RFP does not commit the DOH or City of St. Louis to award a contract or to pay for costs incurred in the preparation of a proposal, or to procure or contract for service in connection therewith. The DOH reserves the right to accept or reject any or all proposals received as a result of this RFP, or cancel in part or in its entirety this Request for Proposals. The City reserves the right to waive any and/or all non-material irregularities pertaining to the submission of the proposal.

Nothing in this RFP nor in any proposal in response to this RFP is intended to be, nor should anything be construed, as an offer of engagement. Nor shall a selection of a Successful Applicant be construed as an offer of engagement unless and until a contract is fully negotiated and fully executed by all parties.

DOH reserves the right to modify specific terms and conditions in this RFP prior to execution of any contract. Successful applicant(s) shall pay all applicable taxes to the City of St. Louis, and shall, by the date of execution of any contract or agreement, and for its duration, procure and carry in full force and effect at all times, during the entire term of any contract or agreement, at its own expense, insurance coverage as set forth in this RFP at Section VIII. Insurance Coverage.

E. Contract Subject to Appropriation of Funds:

The award and performance of any contract or agreement that results from this RFP are subject to appropriation of funds for such purposes by the City, including re-appropriations for each fiscal period. The City reserves the right not to appropriate funds in any fiscal period to make the payments required under any agreement or contract. In the event funds are not appropriated in any fiscal period for the purposes of making payments as required, any agreement or contract for which the payments are not appropriated shall terminate without penalty or expense to the City whatsoever.

VII. CONTENTS OF PROPOSAL

A. Application Checklist

Complete and attach the Application Checklist, page 24 of this RFP.

B. Application Cover Sheet

Complete and attach the Application Cover Sheet, page 23 of this RFP.

C. Project Abstract: Maximum two (2) single-spaced pages

The proposal must include a project abstract. The abstract shall be a maximum of two (2) single-spaced pages and should be an overview of the proposal. The abstract must include:

- a. Name and brief description of the applicant organization including primary location, type of organization, years in existence, brief organization history, organizational mission and objectives; location where City data will be used and the location of the server or servers on which City data will be stored, and whether the vendor contemplates a necessary use or storage of City data offshore; and any other relevant information that helps to provide an overview of the organization
- b. A brief description of applicant organization's work history and experience (at least three (3) years) relevant to provision of after school or summer programming.
- c. The overall budget for services listed in this RFP (not included in page limit, see Appendix H – Collaboration Agreement Information). Appendix H will allow the independent review panel and PSA Committee to compare applications. CDA also uses Appendix H to evaluate the procurement process for appropriateness and reasonableness of applications.

D. Program Narrative (Maximum of ten (10) pages, -2.0 spaced) & Budget (Not included in page limit, see Appendix H, Collaboration Agreement Information):

The Program Narrative shall be a maximum of ten (10), 2.0 spaced typewritten pages. The Budget is to be set forth in Appendix H and is not included in the page limit. All pages must be numbered consecutively. Applicants must respond to each of the required narrative proposal components. The order of the responses must follow exactly the order provided below. The applicant's primary response should be included in the body or text of the submitted proposal. The responses to Program Narrative & Budget sections may not consist solely of references to attached materials or to linked materials. This is not to say that applicants may not provide links or attach documentation or materials to demonstrate capacity, or prior projects, but the response must not consist exclusively of attached material. Reviewers are not required to go beyond the maximum 10 pages of text response in the Program Narrative & Budget (Appendix H) to review, evaluate, and score a proposal.

1. Organizational Experience and Qualifications

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Provide an overview of applicant's organization. Describe the organization's strengths, capabilities and experience in providing youth after school or summer programming. Identify the applicant's proximity to the City of St. Louis. Provide details regarding the organization's experience and qualifications to:

- To provide evidence informed summer or after school programming activities of the nature identified in this RFP for at least three (3) years in the City of St. Louis, and to implement culturally and linguistically appropriate approaches.
- Work in partnership and maintain fundamental relationships with other nonprofits, resident leaders, faith leaders, youth, justice partners, law enforcement, city agencies and/or neighborhood-based community institutions to meet clients' service needs.
- Center equity for Black and Brown communities in their work.
- Partner with health, mental health, behavioral health, educational and other social services for participant referral services.

- Knowledge of City of St. Louis communities/areas disproportionately affected by mental and behavioral health issues including any emerging trends and population demographics.
- Experience applying the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (National CLAS Standards) to support quality improvement and ensure the summer programming and services are implemented in a culturally appropriate manner.
- Provide 3 meals a day.
- Engage youth in cultural events and projects that explore diverse perspectives, ideas, beliefs and customs.
- Provide an enriching program experience with Outdoors, STEM, Arts & Humanities, Health & Wellness, Citizenship; Literacy, Self-Development and/or Family Connection activities (noting which one(s) of these the organization has accomplished and the general timeframe(s) when accomplished).
- Provide programming that encompasses the following five core learning principles that define quality afterschool and summer programming:
 - Learning that is Active: Use active and hands-on learning experiences and discovery
 - Learning that is Collaborative: Use team building skills, listening, and resolving differences
 - Learning that is Meaningful: Encourage youth ownership and choice, make learning relevant
 - Learning that Supports Mastery: Use practice, explicit sequencing of skills, encourage “getting really good at something”
 - Learning that Expands Horizons: Encourage learning new skills, new cultures, and/or exploring careers and college options
- Safely transport youth and staff for field trips.
- Serve youth from underserved communities with adaptive services to support needs.
- Serve youth from non-Native and/or non-Native English-speaking households.
- Serve youth who identify as non-binary.
- Provide sufficient staff (including Social Workers) to implement evidence informed programming.
- Work with and adhere to data collection and reporting requirements, as well as program evaluations as directed by the City of St. Louis Department of Health, including but not limited to monthly reports. See Monthly Programmatic Reports Excel Spreadsheet in Appendix I.
- Operate from an asset-based approach to community work
- Know or understand any of the communities surrounding Nance Elementary School, Oak Hill Elementary School, Jefferson Elementary School, Patrick Henry Downtown Academy Middle School, Yeatman Middle School, Peabody Elementary School, Ashland Elementary School, and/or Walbridge Elementary School
- Please provide any other information describing the organization’s ability to successfully achieve all RFP services. Describe how the organization’s experience makes the applicant uniquely qualified to contribute to the implementation of the RFP services.

2. Project Team

10

How well is the team you have identified equipped to provide and complete the requested services of this RFP, or how will the organization be fully staffed within 2 weeks of receipt of award in order to be equipped to provide and complete the requested services of this RFP? Provide the names and job titles, and describe the experience of existing/proposed Project Lead and staff members, including time dedicated to this project and rate of pay, as well as any training necessary for accomplishing the requested services of this RFP. Provide job descriptions for each position (as part of Attachment A – not subject to page limitation), whether volunteer or paid. Provide information about the Project Lead and individual staff members, who will be recruited to provide any activities and deliverables set forth in this RFP, including job titles and provide job descriptions for each position (as part of Attachment A – not subject to page limitation), whether volunteer or paid, time dedicated to this project and rate of pay.

How is there assurance that there are team members assigned to this project who have at least three (3) years of experience in delivering quality summer programming, and providing services in a culturally and linguistically appropriate manner consistent with national standards?

Include in this section (included in page limitation) an organization chart with the names and titles of the Project Lead and staff working on this project.

Attach (as part of Attachment A – not subject to page limitation) a copy of the individual resumes/biographical sketches/curriculum vitae of the Project Lead and administrative staff, as well as the credentials needed in order to implement the services in this RFP.

3. Project Design & Work Plan

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Describe the applicant organization's proposed program design in detail and how your organization will implement the services in this RFP to:

- Provide programming (minimum of 30 youth per site) Monday through Friday from 8am to 6pm during the contract period.
- Provide 3 meals each day.
- Engage youth (5-17 years old) residents of the City of St. Louis in cultural events and projects that explore diverse perspectives, ideas, beliefs and customs.
- Provide an enriching program experience with Outdoors, STEM, Arts & Humanities, Health & Wellness, Citizenship; Literacy, Self-Development and/or Family Connection activities.
- Provide programming that encompasses the following five core learning principles that define quality afterschool and summer programming:
 - Learning that is Active: Use active and hands-on learning experiences and

discovery

- Learning that is Collaborative: Use team building skills, listening, and resolving differences
 - Learning that is Meaningful: Encourage youth ownership and choice, make learning relevant
 - Learning that Supports Mastery: Use practice, explicit sequencing of skills, encourage “getting really good at something”
 - Learning that Expands Horizons: Encourage learning new skills, new cultures, and/or exploring careers and college options
- Provide a minimum of one field trip per week.
 - Serve youth from underserved communities with adaptive services to support needs.
 - Serve Non-Native English-speaking households.
 - Serve youth who identify as non-binary.
 - Have sufficient staff (including Social Workers) to implement evidence informed programming.
 - Complete Appendix H (not included in page limitations).

Applicants will be expected to provide the following data collection and reporting deliverables:

- Work with and adhere to timely data collection and reporting requirements, as well as program evaluations as directed by the City of St. Louis Department of Health, including but not limited to monthly reports. See Monthly Programmatic Reports Excel Spreadsheet in Appendix E.

4. Budget & Financial Capacity (set forth in Collaboration Agreement Information in Appendix H) 10

The costs associated with the proposed project should directly reflect the action steps necessary to implement the activities and deliverables. The costs should not reflect any intended activity *not* specifically indicated in the proposed work plan. Any In-Kind Services and their association with the proposed project should be listed and justified. Does the budget justification provide a basis for the level of service proposed? A budget proposed for the services in this RFP must include explanations for the following line items (if applicable)

- a. All personnel whose salaries will be paid in whole or in part with this RFP funding opportunity, including fringe benefits (% and dollars)
- b. Projected costs of events or activities that will support the services in this RFP
- c. Costs for supplies, incentives
- d. Marketing- if budget will be allocated for marketing purposes, provide Marketing plan and expenses
Indirect costs (limited to 10% of eligible direct costs)
- e. Transport of youth and staff for field trips as part of the service delivery during the contract period.

Do **not** include costs for the first two meals of the day. Do include the cost of a third meal for the day at \$4.25 per meal per participant. St. Louis Public Schools may cover the costs of the first two meals. Also, include the cost of meals or snacks as part of field trips outside of the 8 designated schools.

E. Other Required Document Attachments

NOTE: successful bidders must obtain and maintain a current City of St. Louis business license and pay all applicable taxes to the City of St. Louis.

1. Business Documents (not counted for page limits):

- a. Collaboration Agreement Information (Appendix H)
- b. Copy of current City of St. Louis business license (or waiver letter from License Collector)
- c. Proof of non-delinquency on tax payments to City of St. Louis
 - Every contract for services executed on behalf of the City shall require certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of the contract stating that the contractor has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that the contractor has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect.
 - Every contract for services executed on behalf of the City shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.
- d. M/W/DBE Participation: It is the policy of the City of St. Louis to address the effects of identified discrimination against minority business enterprises and women's business enterprises within its jurisdiction. Contractual services shall be allocated according to the policy. The method that the city shall employ to implement that policy is the establishment of a goal of at least 25% minority business enterprise participation and at least 5% women's business enterprises participation in contracts and purchases wherein City funds are collected or expended. Please provide information on minority and women enterprise participation in your company. (Appendix A)
- e. Living Wage Requirements: Applicants are hereby advised that this RFP may be subject to the St. Louis Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and associated Regulations. Applicants hereby agree to comply with the following measures:
 - A. Minimum Compensation: Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to any contract awarded under this RFP in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Appendices B, C, and D. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at

the time the Bulletin is issued and posted at <http://www.flystl.com/business/business-diversity-development-1/living-wage>.

- B. Notification: If awarded a contract under this RFP, Contractor shall provide the Living Wage Bulletin to all employees, together with a Notice of Coverage, in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, and within thirty (30) days of contract execution for existing employees, and within thirty (30) days of employment for new employees.
- C. Posting: If awarded a contract under this RFP, Contractor shall post the Living Wage Bulletin, together with a "Notice of Coverage" in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each worksite covered by the contract awarded under this RFP.
- D. Subcontractors-Service Contracts: If awarded a contract under this RFP, Contractor hereby agrees to require subcontractors to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such subcontractors.
- E. Term of Compliance – Service Contracts: If awarded a contract under this RFP, Contractor hereby agrees to comply with these Living Wage Compliance Provisions for as long as work related to such contract is being performed by Contractor's employees, and to submit the reports in the form of the document located at <https://www.flystl.com/uploads/documents/living-wage/Annual-Report-Form-For-Current-Contractors.pdf> for each calendar year or portion thereof during which such work is performed.
- F. Reporting: Contractor shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.
- G. Penalties: Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or providing false information may result in the imposition of penalties specified in the Ordinance, which penalties may include, without limitation, per order of the City Compliance Official, the following:
 - i. Suspension and/or termination of the RFP, contract, subcontract, lease, concession agreement, or financial assistance agreement by the City;
 - ii. Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis;
 - iii. Barring the Contractor from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full;
 - iv. Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage

Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

Each Applicant must submit the attached "Living Wage Acknowledgement and Acceptance Declaration" (Appendix E) with the proposal, and failure to do so will result in rejection of the proposal. A successful Applicant's failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations (Appendix B).

Applicants also are hereby advised that the City of St. Louis presently has in force a Service Contract Prevailing Wage Ordinance (Ord. 62124). Pursuant to Ordinance 62124, for all positions listed on the Secretary of the Department of Labor's wage and fringe benefits determination, <https://sam.gov/wage-determination/2015-5075/18>, Successful Contractor(s) will provide the minimum prevailing wage and the minimum prevailing fringe benefits and abide by the terms of Ordinance No. 62124, codified at Chapter 6.20 of the Revised Code of the City of St. Louis (2020), as applicable. If Successful Contractor(s) subcontract any services for which they are obligated under this RFP or a contract awarded under this RFP, they shall provide in any service subcontract: (1) provisions specifying the minimum prevailing wage and the minimum prevailing fringe benefits to be paid to the subcontractor's service employees and (2) a representation by the subcontractor to abide by the terms of this chapter and to pay and provide to all service employees said minimum prevailing wage and minimum prevailing fringe benefits as noted in the service subcontract.

All applicants must demonstrate in their proposal or bid how they intend to comply with Ordinance 62124, to the extent it is applicable, including by providing the applicable minimum prevailing wage and the minimum prevailing fringe benefits rates to be paid to employees.

G. No Unauthorized Alien Employees Affidavit (Appendix F)

Complete and attach the No Unauthorized Alien Employees Affidavit (Appendix F of this RFP)

H. Compliance with Anti-Discrimination Against Israel Act Affidavit (Appendix G)

Complete and attach the Compliance with Anti-Discrimination Against Israel Act (Appendix G of this RFP)

VIII. INSURANCE REQUIREMENTS

Upon any award of a contract, the Successful Applicant(s) shall procure and maintain, at the Successful Applicant's expense, the following insurance coverage for the entire period of the contract. Certificates of Insurance (ACORD Form) evidencing the policy dates and policy coverages of such insurance must be provided to the DOH prior to the execution of the contract. The costs of such insurance will be paid by Successful Applicant(s) or its sub recipient(s) (second-

tier entity/entities). Successful Applicant(s) may furnish separate certificates of insurance and policy endorsements for each second-tier entity as evidence of compliance with these insurance requirements. Successful Applicant(s) is responsible for ensuring compliance with all the insurance requirements.

1. General Liability Coverage insuring property damage and injury to persons of at least \$1,000,000 each occurrence/\$3,000,000 general aggregate
2. Personal Injury Liability Insurance covering the risks of dog bites or assaults and acts of the Successful Applicant's employees while acting within the scope of their duties in the stated amount of \$1,000,000 per person and \$1,000,000 per occurrence.
3. Automobile Public Liability and Property Damage Insurance for all owned, leased or non-owned automobiles provided the vehicle is being used in the business of the Agreement in the stated amount of \$1,000,000 per person and \$1,000,000 per accident and \$1,000,000 aggregate for property damage.
4. Worker's Compensation and Employer's Liability as required by state law

Insurance policies provided shall name "The City of St. Louis, its officers, agents or employees" as additional insureds to the policies, and all policies coverage shall be primary and non-contributory. Said insurance must provide for the immediate notice in writing to the City of St. Louis Department of Health of any changes in coverage or named insured occurring during the term of the contract.

Failure by Successful Applicant(s), its agents, employees, officers, and/or sub recipient(s) (second-tier entity/entities) to comply with the insurance requirements will constitute a material breach of the Contract.

The Successful Applicant's insurance provider shall be authorized to transact business in the State of Missouri, and registered with the Missouri Department of Insurance – Financial Institutions & Professional Registration. In addition, the insurance company must have a financial strength rating of "A-" or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide <http://222.ambest.com/home/default.aspx>

Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Successful Applicants, their officers, agents, employees, consultants, subcontractors, licensees, invitees, representatives, and independent contractors and, contractual liability insurance sufficient to cover Successful Applicant's indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to, and does not make the City a partner or joint-venture

with Successful Applicants in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and, in such circumstances, the City's policy will be excess over Successful Applicant's policy.

Insurance carried by the Successful Applicant does not limit Successful Applicant's liability under the indemnification section of any contract entered into pursuant to this RFP.

IX. INDEMNIFICATION

In any contract awarded pursuant to this RFP, Successful Applicant(s) shall be required to agree to the following:

1. The Contractor is, and at all times hereunder, shall be and remain an independent contractor and nothing herein shall be interpreted to mean that the Contractor or any of its employees or agents is an employee or agent of the City of St. Louis.
2. The Contractor will protect, defend, and hold the City, and its Board of Alderman, and its officers, employees, and agents completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the City's premises and the acts or omissions of Contractor's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City, or his/her designee, in carrying out its obligations hereunder.
3. No alderman, director, commissioner, board member, officer, employee or other agent of the City of St. Louis shall be personally liable under or in connection with this Agreement.

The provisions of this section survive the expiration or early termination of this Agreement.

X. PROHIBITION ON LIMITATIONS OF LIABILITY CLAUSES

The City will not accept any contract awarded following or pursuant to this RFP that includes a limitation of liability clause. Limitations of liability clauses include, but shall not be limited to:

- A. Monetary caps on the amount a vendor or contractor will pay to the City under any circumstances.

- B. Limits on categories of risks or liabilities for which a vendor or contractor will compensate the City.
- C. Limits on or disclaimers of certain damages.
- D. Limits on when the City can bring a breach of contract or breach of warranty claim.
- E. Limits on when the City can bring a tort claim.

XI. TERMINATION

Any contract awarded may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Contractor, in which event Contractor shall be paid for all work performed up until the date of termination.

Any contract awarded may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If the Contractor abandons this contract, it shall indemnify the City against any loss caused by said abandonment.

XII. CITY OFFSHORE USE AND STORAGE

- A. Each vendor submitting a bid to the City shall be required to provide certification of the location where City data will be used and, if applicable, the location of the server or servers on which City data will be stored, and whether the vendor contemplates a necessary use or storage of City data offshore.
- B. If during the term of the contract or RFP process, Contractor or subcontractor has certified that City data will be used and stored on servers in the United States and proceeds to shift City data or use thereof outside of the United States, Contractor shall be deemed in breach of contract, unless the Department of Health shall first have determined in writing that extraordinary circumstances require the shift of the City data's use or storage or that a failure to shift the City data's use or storage would result in economic hardship to the City.
- C. If during the term of the contract or RFP process, City data is received or modified by Contractor's or subcontractor's offshore workers or servers, such offshore receipt or modification of City data will be deemed a breach of contract.
- D. The City shall not award a contract to a vendor who contemplates using or storing City data (or having a subcontractor use or store City data) pursuant to the contract at a site outside the United States, or does not provide disclosures as required above, unless one of the following conditions is met:
 - i. The vendor or its subcontractor provides a unique good or service; the particular good or service is deemed mandatory for the purposes of the purchasing agency; and no comparable domestically-provided good or service can adequately duplicate the unique features of the good or service provided by the vendor or its subcontractor; or

- ii. A significant and substantial economic cost factor exists that outweighs the economic impact of ensuring use or storage of City data within the United States, such that a failure to use the vendor or subcontractor's services would result in economic hardship to the City; or
- iii. The vendor or its subcontractor maintains a significant business presence in the United States and only performs a trivial portion of work under the contract outside of the United States.

XIII. PROHIBITION OF CLICKWRAPS AND END USER LICENSE AGREEMENTS

The City shall not be bound by any digitally-mediated clickwrap or end user license agreement (EULA) that relates directly or indirectly to the work or transaction contemplated by this RFP or any contract awarded following this RFP. Any such EULA accepted by any City employee that relates directly or indirectly to the work or transaction contemplated by this RFP shall be non-binding on the parties to any contract awarded following this RFP. Proposed contract provisions shall be negotiated between the City and the Contractor prior to their acceptance, and if accepted, included in a contract awarded following this RFP.

EULAs include, but shall not be limited to:

- A. Software license agreements separate from this Agreement.
- B. Terms of service separate from this Agreement.
- C. Privacy policies separate from this Agreement.
- D. Copyright policies separate from this Agreement.

XIV. RECORDKEEPING AND AUDIT REQUIREMENTS

Successful Applicants shall be required to provide City monthly written updates in the manner prescribed by the Director of the Department of Health, or their designee. Successful Applicants shall maintain adequate records to establish that the funds provided herein are expended on eligible costs under all funding sources. All records and documentation shall be made available to City, CDA, HUD, the Comptroller General of the United States, and any of their duly authorized agents or representatives to the extent necessary to adequately permit evaluation and verification of Successful Applicants' full compliance with contract documents and grant requirements. In those situations where Successful Applicants' records have been generated from computerized data or records, in addition to hard copy (reports), Successful Applicants shall provide such information on disk or in a suitable alternative electronic format. Financial records, supporting documentation, statistical records, and all other records pertinent to any awarded contract's activities shall be retained by Successful Applicants for a period of at least five (5) years from the date of final payment under this contract and for any longer period, if any, required by local, state or federal agencies. Successful Applicants shall maintain such

records and accounts, including property, personnel and financial records, as are deemed necessary to assure a proper accounting of all contract funds. Upon request by City, Successful Applicants shall allow City to monitor the services provided by Successful Applicants through site visits during normal business hours. Successful Applicants shall make all records available for inspection by representatives of City during normal business hours.

City reserves the right to audit Successful Applicant's accounts relating to the contract at any time. Any questioned costs that may arise as a result of any audit can only be resolved in one of the following ways:

- A. Introduction of the appropriate documentation.
- B. Resolution of the questioned cost by Contractor in a manner that is satisfactory to City.
- C. Repayment of questioned costs to the City.

XV. FEDERAL LEGAL REQUIREMENTS

In consideration for receiving funds as a Subrecipient or Contractor ("Contractor") for eligible expenses under CDBG-CV, Successful Applicants shall be required to comply, at a minimum, with the following terms and conditions:

A. Statutory and Regulatory Compliance

The Contractor shall comply with all applicable laws, ordinances, codes of the State of Missouri and ordinances of the City of St. Louis. The Contractor shall comply with all laws and regulations applicable to the CDBG-CV funds, including but not limited to the applicable Office of Management and Budget Circulars and 2 CFR 200 *et seq.* (the "Uniform Guidance"). The Contractor, and, if applicable, subcontractors, shall only use CDBG-CV funds for eligible CDBG-CV activities as described under all applicable laws and regulations governing the use of CDBG-CV funds. The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under CDBG-CV funding. The Contractor shall return to the City any funds disallowed within ninety days of notification by the City to return such funds.

B. Nondiscrimination

The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

- b) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. § 206(d));
- c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 et seq.) as implemented by all applicable regulations;
- e) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f) Equal Employment Opportunity-E.O. 11246, as amended; and
- g) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements.

C. Right of Access Clause

CDA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to HUD programs for the purpose of making audits, excerpts and transcriptions.

D. Rights to Inventions Clause

The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD, as applicable.

E. Debarment and Suspension

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

F. Conflicts of Interest

The Contractor shall notify the City in writing as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the City is able to assess such actual or potential conflict. The Contractor shall provide the City any additional information necessary for the City to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the City, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by the City, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

G. Drug-Free Workplace Requirements

The Contractor certifies it shall provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this Agreement under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to: City Counselor's Office, Attn: Deputy City Counselor for Transactions, City Hall Room 314, 1200 Market Street, St. Louis, MO 63103.

H. Clean Air Act and Federal Water Pollution Control Act Clause

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

I. Byrd Anti-Lobbying Amendment Clause

The Contractor certifies, to the best of its knowledge and belief, that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SUMMER PROGRAMMING REQUEST FOR PROPOSALS APPLICATION COVER SHEET

APPLICANT INFORMATION																					
1) LEGAL NAME:																					
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):			Check if address change <input type="checkbox"/>																		
3) PAYEE Mailing Address (if different from above):			Check if address change <input type="checkbox"/>																		
4) Federal Tax ID No.:																					
5) TYPE OF ENTITY (check all that apply): <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> City</td> <td><input type="checkbox"/> Nonprofit Organization*</td> <td><input type="checkbox"/> Individual</td> </tr> <tr> <td><input type="checkbox"/> County</td> <td><input type="checkbox"/> For Profit Organization*</td> <td><input type="checkbox"/> FQHC</td> </tr> <tr> <td><input type="checkbox"/> Other Political Subdivision</td> <td><input type="checkbox"/> Community-Based Organization</td> <td><input type="checkbox"/> State Controlled Institution of Higher Learning</td> </tr> <tr> <td><input type="checkbox"/> State Agency</td> <td><input type="checkbox"/> Minority Organization</td> <td><input type="checkbox"/> Hospital</td> </tr> <tr> <td><input type="checkbox"/> Indian Tribe</td> <td></td> <td><input type="checkbox"/> Private</td> </tr> <tr> <td><input type="checkbox"/> College or University</td> <td></td> <td><input type="checkbox"/> Other (specify): _____</td> </tr> </table>				<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual	<input type="checkbox"/> County	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> FQHC	<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> State Controlled Institution of Higher Learning	<input type="checkbox"/> State Agency	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Hospital	<input type="checkbox"/> Indian Tribe		<input type="checkbox"/> Private	<input type="checkbox"/> College or University		<input type="checkbox"/> Other (specify): _____
<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual																			
<input type="checkbox"/> County	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> FQHC																			
<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> State Controlled Institution of Higher Learning																			
<input type="checkbox"/> State Agency	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Hospital																			
<input type="checkbox"/> Indian Tribe		<input type="checkbox"/> Private																			
<input type="checkbox"/> College or University		<input type="checkbox"/> Other (specify): _____																			
<i>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</i>																					
6) PROPOSED BUDGET PERIOD:		Start Date:	End Date:																		
7) COUNTIES SERVED BY PROJECT:																					
8) AMOUNT OF FUNDING REQUESTED:		10) PROJECT CONTACT PERSON Name: Phone: Fax: E-mail:																			
9) PROJECTED EXPENDITURES Does applicant's projected state or federal expenditures exceed \$500,000 for applicant's current fiscal year (excluding amount requested in line 8 above)? ** Yes <input type="checkbox"/> No <input type="checkbox"/>		11) FINANCIAL OFFICER Name: Phone: Fax: E-mail:																			
<i>**Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non-project related funds.</i>																					
The facts affirmed by me in this proposal are truthful and I understand that the truthfulness of the facts affirmed herein are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.																					
12) AUTHORIZED REPRESENTATIVE Name: Title: Phone: Fax: E-mail:		<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> Check if change <input type="checkbox"/> </div> <div> 13) SIGNATURE OF AUTHORIZED REPRESENTATIVE </div> </div>																			
		14) DATE																			

**YOUTH SERVICES
SUMMER PROGRAMMING
REQUEST FOR PROPOSALS
APPLICATION CHECK LIST**

Please review and enclose this checklist to ensure that your application is complete. Applications that **do not contain a copy of each of the items below will be considered incomplete and will not be reviewed.**

- I. Application Cover Sheet _____
- II. Project Abstract _____
- III. Program Narrative & Budget
 - A. Organizational Experience and Qualifications _____
 - B. Project Team _____
 - C. Project Design & Work Plan _____
 - D. Budget & Financial Capacity _____
- IV. Other Requirements
 - A. Business Documents
 - 1. Attachment A – Project Lead and individual staff members; Resumes
 - 2. Collaboration Agreement Information (Appendix H)
 - 3. Copy of City of St. Louis business license (or waiver letter) _____
 - 4. Proof of non-delinquency of tax payments _____
 - 5. Information on minority and women enterprise participation in Organization (see Appendix A) _____
 - 6. Living Wage Acknowledgement and Acceptance Declaration (Appendix E) _____
 - 7. No Unauthorized Alien Employees Affidavit (Appendix F) _____
 - 8. Compliance with Anti-Discrimination Against Israel Act Affidavit (Appendix G) _____
 - 9. Documents Successful Applicants and their employees/contractors will need to complete (includes Monthly Programmatic Report; Conflict of Interest Statements (each worker); Secondary Employment Questionnaire (each worker); Duplication of Benefits Certification; 504 of the Rehabilitation Act of 1973 Self-Assessment Survey; Grievance Policy; (Appendix I) _____

APPENDIX A

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION

It is the policy of the City of St. Louis to ensure maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its Departments, agencies and authorized representative and to all entities receiving City funds or city-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive bidding process. The provision of this Policy shall apply to all contracts awarded by the City, its Departments and agencies and to all recipients of City funds or City-administered government funds and shall be liberally construed for the accomplishments of its policies and purposes.

1. Definitions: As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise or "WBE" are defined as follows:
 - a. "Minority Business Enterprise" or "MBE" means a small business concern as defined in Small Business Act, 15 U.S. C., as amended that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more individuals who are minorities; and whose management and daily business operation are conducted by one or more individuals who are Asian American, African American, Hispanic American or Native American and located in the St. Louis Metropolitan Area.
 - b. "Women Business Enterprise" or "WBE" means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals that are women.
2. Goal: A goal of 25% MBE and 5% WBE utilization has been established in connection with this contract. This goal is based on the original contract amount and remains in effect throughout the term of this Agreement. If an award of this contract is made and the MBE/WBE participation is less than the contract goal, the Contractor shall continue good faith efforts throughout the term of this contract to increase MBE/WBE participation and to meet the contract goals.
3. Obligation: The Contractor agrees to take all reasonable steps necessary to ensure that MBEs/WBEs have a maximum opportunity to participate in contracts and subcontracts financed by or through the DOH provided under this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by or through the DOH.

4. Eligibility: Contractor should contact the City of St. Louis DBE Program Office to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in this contract.
5. Counting MBE/WBE Participation Toward Goals: MBE/WBE participation toward the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the contractors and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan.
6. Post Award Compliance: If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Contractor of the responsibility to continue good faith efforts to maximize participation of MBE's/WBE's during the term of the contract.
7. Substitution of MBE/WBE Firms After Award: The Contractor shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Contractor shall immediately notify the City of St. Louis DBE office prior to replacement of the firm.
8. Good Faith Efforts: When the MBE/WBE goal cannot be met, the Contractor shall document and submit justification utilizing the form titled "Contractor's Good Faith Efforts Report" and provide a statement as to why the goal could not be met.
9. Award Procedure and Documentation: The Contractor is required to submit with its bid the following information to demonstrate the Contractor's intended participation by MBEs/WBEs or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:
 - a. The names and addresses of the MBE/WBE firms to be used on the contract.
 - b. A list of bid items of work to be performed or goods and services provided by the MBE/WBE or "The Contractor's Good Faith Efforts" Report and a statement as to why the goal could not be met.
10. Record Keeping Requirements: The Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the DOH to determine compliance with the MBE/WBE contract obligations. The DOH reserves the right to investigate, monitor and/or review actions, statements and documents submitted by any contractor, subcontractor, or MBE/WBE.
11. Reporting Requirements: The Contractor shall submit quarterly reports on MBE/WBE involvement to the DOH. Actual payments to MBEs/WBEs will be verified. These reports will be required until all DBE subcontracting activity is complete or the

MBE/WBE goal has been achieved.

12. Applicability of Provisions to MBE/WBE Contractors: These provisions are applicable to all contractors including MBE/WBE contractors. A bid submitted by a MBE/WBE contractor shall be presumed to have met the prescribed goal. If the MBE/WBE contractor intends to sublet any portion of the contract, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

APPENDIX B

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE COMPLIANCE PROVISIONS: This contract [agreement] is subject to the St. Louis Living Wage Ordinance 65597 and the Regulations associated therewith, copies of which are attached hereto and incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Contractor hereby agrees to comply with these measures:

1. **Minimum Compensation:** Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this contract [agreement] in an amount no less than the amount stated on the attached Living Wage Bulletin. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued.
2. **Notification:** Contractor shall provide the Living Wage Bulletin to all employees, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Contractor shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each worksite covered by the Contract.
4. **Subcontractors—Service Contracts:** Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.]
5. **Term of Compliance—Service Contracts:** Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this contract is being performed by Contractor's employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.]
6. **Reporting:** Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations, which penalties, as provided in the Ordinance and Regulations, may include, without limitation, per order of the City Compliance Official, the following:
 - Suspension and/or termination of the contract, subcontract, lease, concession agreement or financial assistance agreement by the City.
 - Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis.
 - Barring the Contractor or CFAR from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full.

- Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

APPENDIX C

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2021

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance ("Ordinance") and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$13.73** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$18.27** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.54** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of APRIL 1, 2021. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.flystl.com/bdd> or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, Missouri
(314) 426-8111

Notary Public

My Commission Expires:

APPENDIX D



CITY OF ST. LOUIS LIVING WAGE ORDINANCE

NOTICE TO EMPLOYEES

St. Louis Living Wage Rates
Effective April 1, 2021

This employer is a contractor with the City of St. Louis. This contract is subject to the Living Wage Ordinance (LWO) Number 65597 established by the Board of Aldermen. If you are an employee performing any service under this contract, you must be paid a "Living Wage."

THESE ARE YOUR RIGHTS...

Living Wage

If you are an employee performing services under a City contract, you must be paid not less than the living wage rate of \$13.73 per hour plus at least \$4.54 per hour in health benefits, or \$18.27 per hour if health benefits are not offered.

Retaliation

You cannot be transferred, demoted or terminated for reporting violations of the Living Wage Ordinance. All acts of retaliation can be reported to the Living Wage Program Compliance Officer by calling the Living Wage Hotline.

You may Report Living Wage Violations to:

LIVING WAGE HOTLINE: (314) 890-1809

ST. LOUIS CITY LIVING WAGE COMPLIANCE: (314) 426-8111

APPENDIX E

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE DECLARATION

(To be completed by each applicant to a bid/proposal solicitation when that solicitation has included Living Wage Advertisement/Solicitation Language.)

CONTRACTING AGENCY: _____

AGENCY CONTRACT NUMBER: _____

DATE: _____ **PREPARED BY:** _____

PREPARER'S TELEPHONE NUMBER: _____

PREPARER'S E-MAIL ADDRESS: _____

PREPARER'S CELL PHONE NUMBER: _____

PREPARER'S ADDRESS AND ZIP CODE: _____

As the authorized representative of the above-referenced bidder or proponent, I hereby acknowledge that the bidder/proponent understands that the contract or agreement that will be executed with a successful bidder/proponent pursuant to this solicitation is subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The bidder/proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the bidder or proponent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

_____ (Signature)

NAME: _____

TITLE: _____

DATE: _____

APPENDIX F

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the under signed Notary Public, personally appeared _____ (Name)
who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making
this Affidavit, and personally acquainted with the facts herein state:

I am the _____ (Position/Title) of _____.
(Contractor)

I have the legal authority to make the following assertions:

1. _____ (Contractor) is currently enrolled in and actively participates
in a federal work authorization program with respect to the employees working in
connection with this Agreement, as required pursuant to Sections 285.525 through
285.555 of the Revised Statutes of Missouri 2000, as amended.

2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri
2000, as amended, _____ (Contractor) does not knowingly employ any
person who is an unauthorized alien in connection with is Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

APPENDIX G

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Before me, the undersigned Notary Public, personally appeared _____ (Name), who, by me being duly sworn, deposed as follows:

My name is _____ (Name). I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title) of _____ (Company/Entity).

I have the legal authority to make the following assertion and certification and do hereby certify that:

Pursuant to RSMO. Section 34.600, _____ (Company/Entity) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the state of Israel; or persons or entities doing business in the state of Israel.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

APPENDIX H



**CITY OF ST. LOUIS
DEPARTMENT OF HEALTH**

SUMMER YOUTH PROGRAM

COMMUNITY DEVELOPMENT BLOCK GRANT - CORONA VIRUS RESPONSE

COLLABORATION AGREEMENT INFORMATION

ORGANIZATION INFORMATION

Organization (Full Legal Name)	
Organization Contact Person	
Mailing Address	
City, State, Zip Code	
Contact Phone	
Website	
Email Address	
Type of Entity (check one)	<input type="checkbox"/> Governmental Unit <input type="checkbox"/> Nonprofit
Federal ID No.	
DUNS Number	
SAM.gov Registration Date	

1. Addresses/Locations of Summer Program(s)

Location Name	Address	Zip Code

2. Activity/Program Summary (100 words or less):

--

PROGRAM INFORMATION - Program Site

Days of Operation	
Hours of Operation	
Number of Students/Participants (minimum of 30 must attend)	
Ages of Students	
Meal(s) Provided (specify)	
Field Trips (purposes, locations, number of trips)	
Other Provisions (if any)	
Other Provisions (if any)	

PROGRAM INFORMATION - Program Site

Days of Operation	
-------------------	--

Hours of Operation	
Number of Students/Participants (minimum of 30 must attend)	
Ages of Students	
Meal(s) Provided (specify)	
Field Trips (purposes, locations, number of trips)	
Other Provisions (if any)	
Other Provisions (if any)	

PROGRAM INFORMATION - Program Site

Days of Operation	
Hours of Operation	
Number of Students/Participants (minimum of 30 must attend)	
Ages of Students	
Meal(s) Provided (specify)	
Field Trips (purposes, locations, number of trips)	
Other Provisions (if any)	
Other Provisions (if any)	

3. Activities, Services, Classes, Instruction Provided i.e., recreation, education, health and well-being, social services, etc.

Service/Activity Provided	Age Group	How Often

4. Complete for Each Program Staff Person (if position not filled, enter TBD- (to be determined))

Name of Staff Person	Title Position	Duties	Part Time (P) or Full Time (F)	Proposed % of Time Charged to CDBG-CV	Hourly Rate

ACTIVITY/PROGRAM BUDGET

Please provide costs per Line Item

Personnel – includes taxes and benefits	
Professional Services	
Marketing	
Printing	
Materials/Supplies	
Meals (include costs of third daily meal of \$4.25 per participant per day, plus meals and snacks outside of the building during field trips)(St. Louis Public Schools may cover costs of first two meals)	
Facilities	
Field Trips (Transportation, Entrance Fees, etc.)	
Other (specify)	
Other (specify)	
Other (specify)	
Indirect rate (may use up to 10% de minimis)	
Total Budget/Contract Amount	

APPENDIX I

PROGRAMMATIC REPORT FOR LOW TO MODERATE INCOME AREA BENEFIT ACTIVITIES

PROJECT NAME: Youth Services COVID-19

PROJECT NUMBER: 20-CV-13

OPERATING AGENCY: Department of Health

PERIOD ENDING:

SUBCONTRACTOR:

SITE:

PROGRAM GOALS, OBJECTIVES AND OUTPUTS

	CDBG-CV New Enrollmt Goals	CDBG-CV New Enrollment This Mth	CDBG-CV New Enrollmt YTD	CDBG-CV Attendance This Mth	CDBG-CV Attendance YTD
OBJECTIVE 3: Summer 2021 Programming					
Nance					
Northwest					
Hickey					
Hawthorne					
Oak Hill					
All Sites					

OBJECTIVE 4: Summer 2022 Programming					
Site to be determined					
Site to be determined					
Site to be determined					
Site to be determined					
Site to be determined					
All Sites					

OBJECTIVE GRAND TOTALS:

Neighborhood Revitalization Strategy Areas (NRSAs)**

School	CDBG-CV This Mth Total	CDBG-CV YTD Total	CDBG-CV North YTD	CDBG-CV Northwest YTD	CDBG-CV North Central YTD	CDBG-CV Choice YTD
Nance (2021 Programming)						
Northwest (2021 Programming)						
Hickey (2021 Programming)						
Hawthorne (2021 Programming)						
Oak Hill (2021 Programming)						
Other (2022 Programming):						
Other (2022 Programming):						
Other (2022 Programming):						
Other (2022 Programming):						
Other (2022 Programming):						

NRSA GRAND TOTALS:

Please include a brief summary of the CDBG-CV funded activities for the reporting period.

INSTRUCTIONS

** NRSA Instructions: For activities conducted in HUD approved NRSA, please count all participants as NRSA participants. Refer to CDA's NRSA map for specific boundaries.

North NRSA – Baden, North Pointe, and Walnut Park West neighborhoods

Northwest NRSA – Wells-Goodfellow, Hamilton Heights, Kingsway East and Kingsway West neighborhoods

North Central NRSA – Greater Ville, Ville, Jeff Vanderlou, Vandeventer, Lewis Place, and Fountain Park neighborhoods

Choice NRSA – Near Northside Choice Neighborhood (includes portions of Old North St. Louis, St. Louis Place, Carr Square, and Columbus Square neighborhoods)

IMPORTANT!! PLEASE SUBMIT ONE (1) COPY OF YOUR PROGRAMMATIC REPORT TO YOUR PROGRAM MONITOR VIA EGRAMS. SUBMIT THE ORIGINALS ONLY WITH YOUR PAY REQUESTS.

I certify that the information contained in this report is correct, is recorded as such on the books of the agency, and that the programmatic activities reflected herein were undertaken in accordance with the conditions of the agreement with the City of St. Louis Community Administration.

Prepared By (Print & Sign)

Date

Approved By (Print & Sign)

Date

PROGRAMMATIC REPORT FOR LOW TO MODERATE INCOME LIMITED CLIENTELE ACTIVITIES

EXHIBIT A

PROJECT NAME:
OPERATING AGENCY:
SUBCONTRACTOR:

Youth Services COVID-19
Department of Health
All

PROJECT NUMBER:
PERIOD ENDING:
SITE:

20-CV-13
All

SUMMARY OF UNDUPLICATED ODG/CV PARTICIPANTS (from Detailed List)

UNDULICATED PARTICIPANTS	
Total This Month	
Total Year-to-Date	

INCOME LEVELS		This Month	Y-1-D
Moderate (80% AMI)			
Low (50% AMI)			
Extremely Low (30% AMI)			

NRSA	
North NRSA	
Northwest NRSA	
North Central NRSA	
Choice NRSA	
NRSA Total This Month	
Total Year-to-Date	
NRSA GOALS	88

RACE and ETHNICITY	This Month	Total	Hispanic or Latino	Non-Hispanic
1. American Indian or Alaska Native				
2. Asian				
3. Black or African American				
4. Native Hawaiian or Pacific Islander				
5. White				
6. American Indian or Alaska Native and White				
7. Black or African American and White				
8. American Indian or Alaska Native and Black or African American				
9. Other				
10. Other Multi Racial				
Totals This Month				

RACE and ETHNICITY	Year-to-Date	Total	Hispanic or Latino	Non-Hispanic
1. American Indian or Alaska Native				
2. Asian				
3. Black or African American				
4. Native Hawaiian or Pacific Islander				
5. White				
6. American Indian or Alaska Native and White				
7. Black or African American and White				
8. American Indian or Alaska Native and Black or African American				
9. Other				
10. Other Multi Racial				
Totals Year-to-Date				

INSTRUCTIONS

*Ethnicity: Select only one: A) for Hispanic or Latino; B) for Not Hispanic or Latino

**Race: Select all that apply: (1) American Indian or Alaska Native; (2) Asian; (3) Black or African American; (4) Native Hawaiian or Pacific Islander; (5) White; (6) American Indian or Alaska Native and White; (7) Black or African American and White; (8) American Indian or Alaska Native and Black or African American; (9) Other

***NRSA Select the applicable Neighborhood Revitalization Strategy Area (NRSA) based on each participant's home address. Refer to CDA's NRSA map to for specific boundaries

North NRSA - Baden, North Pointe, and Walnut Park West neighborhoods
Northwest NRSA - Wells-Goodfellow, Hamilton Heights, Kingsway East and Kingsway West neighborhoods
North Central NRSA - Greeter Villa, Villa, Jeff Vandellou, Vandewenter, Lewis Plaza, and Fountain Park neighborhoods
Choice NRSA - Near Northside Choice Neighborhood (includes portions of Old North St. Louis, St. Louis Plaza, Carr Square, and Columbus Square neighborhoods)

NE (1) COPY OF YOUR PROGRAMMATIC REPORT TO YOUR PROGRAM MONITOR

**PROGRAMMATIC REPORT
FOR LOW TO MODERATE-INCOME LIMITED-CLIENTELE ACTIVITIES**

PROJECT NUMBER: 20-CV-13

PERIOD ENDING:

STRE:

UNDETAILED PARTICIPANT INFORMATION SHEET															Address		Attendance		CDEG		UNDEP																																																																																																																																																																																																																																																																																																																																																																																																																																			
First and Last Name		Ethnicity		Race (Place an X in one box)										Family Size		NRSA Place an X in one box		Income (Place an X in one box)		Enrollment Date		Street # & Name		Zip		This YTD		This YTD																																																																																																																																																																																																																																																																																																																																																																																																																												
Unique Identification Number	Male	Female	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438

INSTRUCTIONS

Select **only one** per participant: (1) for Hispanic or Latino; (2) for Not Hispanic or Latino

Select **only one** per participant: (1) American Indian or Alaska Native; (2) Asian; (3) Black or African American; (4) Native Hawaiian or Pacific Islander; (5) White; (6) American Indian or Alaska Native and White; (7) Black or African American and White; (8) American Indian or Alaska Native and Black or African American; (9) Asian and White; (10) Other Multi-Racial

Select **one** applicable Neighborhood Rejuvenation Strategy Area (NRSA) based on each participant's home address. Refer to CDA's NRSA map for specific boundaries

North NRSA – Balduan, North Polaris, and Walnut Park West neighborhoods

Northwest NRSA – Wells-Goodfellow, Hamilton Heights, Kingsway East and Kingsway West neighborhoods

North Central NRSA – Greater Villa, Villa, Jeff Vandenberg, Vandenberg, Lema Place, and Fountain Park neighborhoods

Central NRSA – Near Northeast Chicago Neighborhood (includes portions of Old North, St. Louis, St. Louis Place, Carr Square, and Columbus Square neighborhoods)

*****NRSA

CONFLICT OF INTEREST

A copy of this form is to be signed by the Operating Agency Director, all Board Members, all employees whose salaries are paid (fully or partially) through the Block Grant Program, and any other employees involved in the administration of the CDBG-CV funded program. This form must also be completed by all employees who have procurement related responsibilities.

In accordance with 2 CFR 200.318 (c)(1):

The grantee (City of St. Louis), subgrantee or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts.

"No employee, officer, or agent of the grantee, subgrantee or subrecipient must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

"The grantee's, subgrantee's or subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subagreements."

However, grantee's, subgrantee's or subrecipient's may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the grantee, subgrantee or subrecipient.

If the grantee, subgrantee or subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the grantee, subgrantee or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the grantee, subgrantee or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization

"In cases not governed by 2 CFR 200.318 (c)(1), Section 570.611 Conflict of Interest of the September, 1988 CDBG regulations apply.

"The conflict of interest provisions . . . apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the recipient (City of St. Louis) or of any designated public agencies, or subrecipients which are receiving funds.

"No persons described above who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter."

Check One

- ☐ I certify that no conflict of interest exists pursuant to the above referenced regulations.
- ☐ I certify that a possible conflict of interest does exist. The possible conflict of interest is:

(attach additional sheet if necessary)

I understand that undisclosed Conflict of Interest situations resulting in questioned costs will necessitate repayment of all questioned costs to the CDBG-CV program and may subject me to further penalty under the terms of the agency's CDBG-CV contract(s) and all governing laws and regulations.

Program Name: Youth Services COVID-19

Contract Number: 20-CV-13

Operating Agency Name: Department of Health

Subcontractor Organization Name: _____

Signature: _____ Title: _____ Date: _____

Printed Name: _____

EMPLOYEE SECONDARY EMPLOYMENT QUESTIONNAIRE

Operating Agency Name	Department of Health
Subcontractor Organization Name:	
Employee Name	
Employee Title	

Are you currently employed in a job other than the one listed above?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	------------------------------	-----------------------------

If you answered yes, please complete the following.

Name and Address of Secondary Employer	
Position	Length of Service
Work Hours	Work Days

Do you have an interest in any business?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	------------------------------	-----------------------------

If you answered yes, please complete the following.

Type of Interest	
Name and Address of Business	

Nature of Business

I certify that all the information contained on this form is complete and accurate. I am also aware that I am required to immediately complete a new questionnaire upon changes in any of the above information. I am further aware that all secondary employment must not pose a conflict of interest with the goals and objectives or terms of the agency's CDBG-CV contract with the Community Development Administration. I understand that any and all conflicts regarding time for which I was compensated with CDBG-CV funds will be subject to any and all penalties under the of the agency's CDBG-CV contract(s) and all governing laws and regulations.

Employee _____ Date _____
 Print Name Sign

Part F**Duplication of Benefits Certification**

Program Name:	
Operating Agency:	
Contract Number:	

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. The Cares Act provides that the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. 2 Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

In connection with the Cares Act, the Community Development Block Grant ("CDBG") program, the CDBG-CV requirements, and/or any other federal requirements mandating the prevention of duplication of benefits, the Operating Agency (and their subcontractors) must have procedures in place to prevent the duplication of benefits when it provides financial assistance utilizing those funding sources. Grant funds provided pursuant to the above-referenced Program may not be used to pay for a particular cost if another source of financial assistance is available to fully pay for that same cost.

The undersigned hereby certifies that the funds awarded under the above-referenced Contract Number do not duplicate or replace any funds from any funding source for the exact same expenses. The undersigned further acknowledges his or her understanding that in the event that any duplication of benefits occurs in the above-referenced Program, the Operating Agency (and the subcontractors) will be responsible for repayment of all duplicative costs.

Authorized Person: _____ Date: _____
Print Name Sign

Subcontractor (if applicable): _____

COMMUNITY DEVELOPMENT ADMINISTRATION

Section 504 Compliance Manual

City of St. Louis – Community Development Administration
January, 2021
1520 Market Street – Suite 2000
Phone 314.657.3700 • Fax 314.613.7012

CDA Section 504 Plan - Page 1

Introduction

It is the Community Development Administration's ("CDA") policy to administer all of its federally-assisted CDBG and HOME activities in compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") which prohibits discrimination based on disability and establishes requirements for program and physical accessibility in connection with non-housing development programs.

This plan applies to all non-housing development programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g. public services). CDA's compliance with Section 504 for housing development programs is addressed under separate procedures.

Background

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States...shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8. Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "an individual with a disability" as any person who has a physical or mental disability that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment (24 CFR 8.3). Major life activities include walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself. The law also applies to individuals who have a history of such impairments as well as those who are perceived as having such impairment.

The regulations also define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution, organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance (24 CFR 8.3). For the purposes of Part 8, recipients include States and localities that are grantees and sub-grantees under the CDBG program, their recipients, community-based development organizations, businesses and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Responsibilities Under Section 504

Section 504 covers all programs, services and activities of recipients of HUD financial assistance. In order for CDA and its subrecipients (or subgrantees) to comply, the following steps must be taken for non-housing development programs:

- Ensure effective communication with applicants, beneficiaries, and members of the public. [24 CFR 8.6]
- Ensure that employment activities, including job announcements, recruitment, interviews, hiring, work assignments, promotions and dismissals, do not discriminate on the basis of disability. [24 CFR 8.10 - 8.13]
- Ensure that all non-housing programs are operated in a manner that does not discriminate on the basis of disability and that new construction and alterations of non-housing facilities are made accessible in accordance with applicable standards. [24 CFR 8.21] Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for non-housing facilities. Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements.
- Provide reasonable accommodations which may be necessary for a person with a disability to use or participate in the program, service or activity; unless the recipient can demonstrate that the accommodation will result in an undue financial and administrative burden or a fundamental alteration in the nature of the program, service or activity. [24 CFR 8.4, 8.11, 8.20, 8.21, 8.24, 8.25, 8.33]
- Pay for a reasonable accommodation needed by the individual (e.g., a ramp to a unit) unless providing that accommodation would be an undue financial and administrative burden or a fundamental alteration of the program. [24 CFR 8.4, 8.11, 8.20, 8.21, 8.24, 8.25, 8.33]
- Ensure that substantial alterations, when undertaken, meet the requirements for new construction. [24 CFR 8.23(a)] Ensure that all other alterations, to the maximum extent feasible, meet the requirements of the applicable accessibility standards. [24 CFR 8.23(b)]
- Conduct any required self-evaluations of programs, services, and activities to determine if they are programmatically and physically accessible to persons with disabilities, and involve persons with disabilities in these evaluations. [24 CFR 8.51]
- Designate an employee to ensure the recipients' programs, services and activities meet the requirements of Section 504; adopt a grievance procedure to effect due process standards and prompt and equitable resolutions of complaints. [24 CFR 8.53]
- Notify participants, beneficiaries, applicants and employees of their nondiscriminatory provisions. [24 CFR 8.54]

- Maintain records and reports of efforts to meet the requirements of Section 504, and keep these records on file so that they are available if a complaint is filed, or if HUD conducts a compliance review. [24 CFR 8.55]

Historic Preservation

Per HUD, recipients are not required to take any action that would result in a substantial impairment of significant historic features of a historic property. However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including audio-visual materials and devices to depict those portions of a historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program [24 CFR 8.21(c)(2)(ii)].

Steps to Ensure Section 504 Compliance

The City, as a matter of policy, does not discriminate against people with disabilities as it provides its services and programs. In order to fully comply with Section 504 requirements for its non-housing development programs, CDA has/will take the following steps:

1. designate a Section 504 Compliance Officer;
2. adopt a grievance procedure and adequately address complaints;
3. notify participants, beneficiaries, applicants and employees of the nondiscriminatory provisions of 24 CFR 8.54;
4. conduct and require its subrecipients to complete self-evaluations;
5. develop and/or require a transitional plan, if applicable;
6. provide reasonable accommodations, if applicable;
7. ensure that rehabilitation projects and new construction activities meet accessibility standards;
8. continue to adhere to the City's employment accessibility practices; and
9. maintain adequate recordkeeping of Section 504 compliance efforts.

Compliance Officer Designation

In accordance with 24 CFR 8.53, CDA will designate at least one person to coordinate 504 and related compliance efforts. The agency coordinator should be designated in writing and identified in any

written notices. At the onset of this plan, Ms. Alana Green, Executive Director for CDA, will serve as the Section 504 Compliance Officer until such time as she trains and designates a subordinate staff person.

Grievance Procedure and Complaints

For HUD programs administered by CDA, any individual or authorized representative who believes that they have been denied opportunities or treated differently due to their race, color, national origin, sex, age, disability, religion and/or familial status may file a complaint with CDA or HUD. The complainant's identity will be held in confidence unless written authorization is given. The time period for filing complaints is within 180 days of the alleged act.

24 CFR 8.53 requires that CDA adopt a grievance procedure that incorporates due process standards and allows for prompt local resolution of any complaints of discrimination based on disability. CDA has adopted the City of St. Louis Grievance Policy. The policy and related attachments can be found at <https://www.stlouis-mo.gov/government/departments/community-development/grievance-procedure.cfm>.

CDA also requires that its subrecipients adopt a similar policy.

Public Notification

In accordance with 24 CFR 8.54, CDA is required to take appropriate steps to notify participants, beneficiaries, applicants, and employees, including those with impaired vision or hearing, that it does not discriminate on the basis of disability. When CDA publishes or utilizes recruitment materials or publications containing general information that it makes available to participants, beneficiaries, applicants, or employees, it shall include standardized language noting that it does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities. CDA will take steps to ensure effective communication with applicants, beneficiaries and members of the public who have hearing, vision or speech impairments. This includes ensuring that the following reasonable accommodation statement is in all public notices:

"Persons with special needs or accommodations relating to handicapped accessibility or foreign language should contact Ms. Alana Green via email at GreenA@stlouis-mo.gov or by phone at (314) 657-3835 or (314) 589-6000 (TDD). Interpreting services are available upon request for persons with hearing disabilities. Interested persons should contact the Office on the Disabled at (314)622-3686 (voice) or (314)622-3693 (TTY)."

CDA will forward copies of public notices to the Mind's Eye Information Service, which provides reading from local and national publications through radio and internet broadcasts for individuals in the blind and print-impaired community.

All public hearings are recorded and transcribed. Transcripts and/or recordings can also be made available to persons with disabilities.

Self Evaluations

Section 504 required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. The regulatory deadlines are long past. Nonetheless, HUD encourages and CDA requires that subrecipients conduct a self-evaluation to be in compliance with Section 504. In addition, CDA will require periodic updates to the self evaluation, particularly, if there have been changes in the HUD-funded programs and services of the agency. In conjunction with the issuance of this Plan, CDA is also issuing a "Memo to Subrecipients Regarding Section 504 Compliance" to assist organizations in preparing, conducting and evaluating self evaluations. The memo is attached as Exhibit A. The Self Evaluation Survey is attached as Exhibit B.

CDA will also conduct and update its own self evaluation at least every three (3) years.

Transitional Plan

If structural barriers have been identified during the self-evaluation process and cannot be removed with a nonstructural solution, 24 CFR 8.21 requires a Transition Plan be completed and made available for public review and comment.

The plan must address the following items:

- Identification of physical obstacles in the facilities that limit program accessibility
- Description of the method that will be used to make facilities accessible
- Specify a schedule to achieve full program compliance; and, if the plan is longer than one year, identify steps to be taken during each year
- Indicate the person responsible for implementing the plan
- Identify the person or groups with whose assistance the plan was prepared

A sample Transition Plan will be provided to subrecipients. Organizations are not necessarily required to make every part of an existing facility accessible if that is not structurally possible, but organizations must address how persons with disabilities will be assured access. The Transition Plan must involve persons with disabilities and/or representative organizations.

Reasonable Accommodations

A reasonable accommodation is an adaptation or modification to a policy, program, service, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, but are not limited to, adjustments or modifications to buildings, facilities, dwellings, and may also include provision of auxiliary aids such as readers, interpreters, and materials in accessible formats.

Reasonable accommodations may be necessary for a person with a disability to use or participate in the program, service or activity. Unless CDA or its subrecipient can demonstrate that the

accommodation will result in an undue financial and administrative burden or a fundamental alteration in the nature of the program, service or activity, such accommodation will be required.

Accessibility Standards in Construction Projects

New non-housing facilities constructed by recipients of federal financial assistance must be designed and constructed to be readily accessible to and usable by persons with disabilities. In addition, 24 CFR 8.21 states that alterations to existing facilities must, to the maximum extent feasible, be made accessible to ensure that such facilities are readily accessible to and usable by persons with disabilities. For the purposes of Section 504 compliance, alteration is defined as any change in a facility or its permanent fixtures or equipment. It includes, but is not limited to, remodeling, renovation, rehabilitation, reconstruction, changes or rearrangements in structural parts and extraordinary repairs. It does not include normal maintenance or repairs, re-roofing, interior decoration, or changes to mechanical systems. Upon adopting of this plan, CDA will require a certification from the project's architect that confirms compliance with Section 504.

In addition to the above, each existing non-housing program or facility must be operated so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. For example, a newly constructed day-care center that is provided for use by residents of a housing project, must meet the design and construction requirements of the UFAS. In addition, once the facility is completed, it would, of course, have to be operated in a non-discriminatory manner.

Recordkeeping

CDA will maintain and require its subrecipients to maintain the following records for a period of three (3) years after grant closeout:

- Copies of self-evaluations and lists of interested persons consulted
- Copies of transition plans
- Evidence that new or rehabbed buildings financed with CDBG funds meet 504 standards (blue prints AND construction specifications, evidenced by subrecipient's architect)
- Records of any complaints received and resolutions
- Records of public notifications

CDA and its subrecipients shall grant HUD or its representative access to books, records, accounts, and other sources of information, and its facilities, to ensure compliance with Section 504 regulations. CDA and its subrecipients shall also make available to participants, beneficiaries, and other interested persons such information regarding compliance with Section 504, and make such information available to them in a manner that protects them against discrimination assured them by the regulation.

Section 504 Plan Questions

Questions pertaining to this Section 504 Plan should be directed to:

Mr. Justin Jackson
Executive Director
City of St. Louis
Community Development Administration
1520 Market Street -- Suite 2000
St. Louis, MO 63103

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Exhibit A:

Memo to Subrecipients Regarding Section 504 Compliance



City of St. Louis
COMMUNITY DEVELOPMENT ADMINISTRATION

Tishaura Jones
Mayor

Justin Jackson
Executive Director

MEMORANDUM

TO: Operating Agencies and Subcontractors (if applicable)
FROM: Justin Jackson, Executive Director
DATE: February 1, 2022
SUBJECT: Memo to Subrecipients Regarding Section 504 Compliance Self-Evaluation Survey

It is the Community Development Administration's ("CDA") policy to administer all of its federally-assisted CDBG and HOME activities in compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") which prohibits discrimination based on disability and establishes requirements for program and physical accessibility in connection with non-housing development programs. This memorandum has been prepared and issued to assist CDA subrecipients in evaluating the current state of accessibility of their programs and activities to disabled participants and employees.

More specifically, this memorandum is intended to assist organizations in their efforts to comply with HUD regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, including the preparation of a self-evaluation of all programs, activities, policies and procedures to determine areas of noncompliance.

Introduction

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance..." HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8. Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

Section 504 provides for equal opportunity to enter facilities and participate in programs and activities. It does not require that every facility or program be accessible. The important considerations are that persons with disabilities have the same opportunities in employment, the same opportunities to enter and move around in facilities, and the same opportunities to participate in programs and activities as non-disabled persons. Further, it is important to offer employment, programs and services in settings that are integrated rather than to segregate disabled persons with special programs.

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Under Section 504, a self-evaluation plan is required of all recipients and subrecipients of federal funds. It also applies to any person to whom federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance.

Self Evaluation and Transition Plan

The self-evaluation survey attached to this memorandum will help you to evaluate the degree of accessibility of your programs, activities, and facilities so that you can plan full program accessibility. To ensure compliance with the Section 504 regulation, CDA requires that you submit the self-evaluation survey and related attachments FOR EACH HUD-FUNDED PROJECT SITE no later than January 6, 2017.

Your self-evaluation must include a review of all HUD-funded functions of your organization, as well as some functions that may not be HUD-funded but required to facilitate delivery of funded services, i.e. entry and exit into facilities to receive services, etc. Persons with disabilities and/or organizations that represent persons with disabilities should be included in the self-evaluation process. The self-evaluation must include an examination of:

- employment and personnel policies and procedures;
- the extent to which program and activities are readily accessible and usable by persons with disabilities;
- the extent to which the delivery of benefits and services are free from discriminatory effects on disabled persons; and
- the extent to which contractual arrangements are free from subjecting disabled persons to discrimination.

Through the self-evaluation process, your organization should identify and change policies or practices that discriminate against qualified individuals with disabilities so that individuals with disabilities can participate fully in the agency's programs and activities. This process should include:

- A review of the inventory of programs and activities conducted by the agency.
- Collecting and documenting the policies and practices that govern the administration of the agency's programs and activities. An agency's policies may be in the form of regulations, administrative manuals, memoranda, or simply be a matter of customary practice. Some policies may not be written down at all. It is important that this review be complete, both to ensure that all relevant policies are identified and to enable the agency to identify potential problem areas when no policy exists.
- Analyzing how the agency's policies and practices affect individuals with disabilities who seek to participate in the agency's programs and activities. In this analysis, the agency must take into account the fact that discrimination can happen not only as a result of what is in its policies, but also as a result of what is not in its policies.
- Making and documenting changes and additions to agency policy. The changes required by the self-evaluation process should not require an extended period of time to complete.
- Obtaining comments on the draft self-evaluation from individuals with disabilities and other interested persons. Based on these comments, the self-evaluation should be revised as necessary, put in final form, and fully implemented. Periodically, it should be reviewed and updated to ensure that new policies are

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not discriminatory and disabled individuals continue to be able to participate fully in the agency's programs.

In developing answers to the self evaluation survey, your organization will be preparing most of the information that Section 504 requires. It should assist you in pinpointing areas where action is likely to be required to achieve compliance with Section 504. It should be emphasized, however, that the self evaluation survey is not intended as a substitute for your organization's judgment or analysis of the pertinent regulations issued pursuant to Section 504. Any information in this survey cannot be used as a sole basis for determining compliance with Section 504. You are advised to review the Section 504 regulations at 24 CFR Part 8.

Upon completion of its self-evaluation and transition plan (if a transition plan is needed), an organization must create and maintain a file documenting activities related to completing the self-evaluation, including consultation with persons with disabilities or organizations representing persons with disabilities and development of the transition plan. This file should also include a copy of a completed self-evaluation reviewed by the organization's board of directors and signed by an authorized official and the transition plan (if a transition plan is needed). This file should be readily available for inspection during any program monitoring visits conducted by GDA or HUD.

CDA's Enforcement of Section 504

CDA takes serious the enforcement of Section 504 of the Rehabilitation Act of 1973, as amended. Questions pertaining to this memorandum can be directed to:

Mr. Justin Jackson
Executive Director
City of St. Louis
Community Development Administration
1520 Market Street - Suite 2000
St. Louis, MO 63103

1520 Market Suite 2000 St. Louis, Mo. 63103 (314) 657-3700 FAX (314) 613-7013

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Exhibit B:
Self-Evaluation Survey

SECTION 504 SELF-EVALUATION SURVEY

INSTRUCTIONS

The City of St. Louis Community Development Administration requires its CDBG and HOME subrecipients to complete a Section 504 self-evaluation survey and if needed a transition plan, and maintain it on file for review during program monitoring. In many cases, an organization may have already completed such a review several years ago as required. If you have an existing self-evaluation and transition plan in place, you should review your existing evaluation and plan, attach it to this completed survey, make updates if needed to your existing plan, and maintain it in a readily accessible file for review during program monitoring.

This survey instrument is separated into three sections. All subrecipients are required to complete Part I and III. Subrecipients that employ 15 or more full time employees are required to complete Part I, Part II, and Part III. All subrecipients are required to complete the relevant portions of this survey and maintain this information on file for public review and on-site monitoring by CDA and HUD.

This survey template can be downloaded from the Community Development Administration website: <https://www.stlouis-mo.gov/government/departments/community-development/documents/index.cfm>

**Section 504 Self-Evaluation Survey must be completed for each HUD-funded project site/location*

Organization/Subrecipient Name: _____
Name of person completing self-evaluation survey: _____
Title of person completing self-evaluation survey: _____
Phone Number: _____ Email Address: _____
Project Name: _____
Physical Location: _____
How many full time employees does your organization have? _____

Brief Description of CDBG/HOME Program.

(Include purpose, scope, activities and participants - include target populations if applicable, i.e. youth, seniors, homeless, etc.)

When answering the following questions, check any statements that apply to your organization and list any additional steps taken under "Other." The statements listed are some of the most common actions or procedures taken by organizations and are only listed in order to simplify the evaluation process.

PART I - MUST BE COMPLETED BY ALL SUBRECIPIENTS

A. NOTIFICATION/COMMUNICATION

1a. What steps have been taken to make certain that all beneficiaries and employees are aware of their rights under Section 504? (Check all that apply)

- ☐ Policy Statement regarding Equal Employment Opportunity is posted in a prominent place for public notice.
- ☐ It is our policy to discuss information concerning Section 504 during all employment interviews and to answer questions concerning applicant and employee rights.
- ☐ An EEO/Affirmative Action Specialist is available to offer consultation to applicants for employment.
- ☐ Public notices about meetings, hearings, etc. include a statement noting that accommodations for persons with disabilities can be made upon request.
- ☐ Other (Explain):

1b. Describe any policy that needs to be established as a result of this review.

2. How does your organization ensure that communication with disabled applicants, participants, and members of the public are as effective as communications with non-disabled individuals?

a. For any written materials produced on a program or service, indicate whether the following alternative formats are provided (check all that apply) :

- ☐ Audio Tape ☐ Braille ☐ Reader ☐ Aide ☐ Mailed to Home ☐ Large Print Format ☐ Interpreter
- ☐ Other Assistance (Please describe)

b. How would persons with disabilities learn about these auxiliary aids and services?

How could persons with disabilities request such assistance from you?

c. How will you ensure that meetings, hearings, and conferences are accessible for individuals with communication disabilities?

- d. Do you currently offer TDD (telecommunication device for the disabled) access within your communication system? ☐ YES ☐ NO
- e. Is 911 or E-911 emergency service offered within your jurisdiction? ☐ YES ☐ NO If so, is there a TDD connected to your system? ☐ YES ☐ NO ☐ N/A.
- f. Do you have a toll-free phone number to access services and programs? ☐ YES ☐ NO If so, is it usable by persons with hearing impairments? ☐ YES ☐ NO ☐ N/A
- g. Do you have any public telephones located within your facilities? ☐ YES ☐ NO If so, is at least one phone hearing aid compatible? ☐ YES ☐ NO ☐ N/A
- h. If you determine that equally effective communication cannot be provided, please state why the service, program, or activity would be fundamentally altered or result in undue financial and administrative burdens.

Describe alternative actions that will be taken to provide the benefits or services to the maximum extent possible.

- 3. Are procedures in place to ensure that appropriate initial and continuing steps are taken to notify participants, beneficiaries, applicants, etc. that the organization does not discriminate on the basis of disability?**
☐ YES ☐ NO

If yes, check which actions apply:

- ☐ Public notice issued which contains a statement of non-discrimination on the basis of disability.
☐ Organization letterhead has TDD# listed.
☐ Organization business cards have TDD# listed.
☐ Policy statement regarding non-discrimination on the basis of disability is posted% conspicuous places.
☐ Other (Explain):

B. POLICIES AND PROCEDURES

- 1. In the area of employment, can you ensure that no discrimination based on disability exists in your organization in the areas of:**

- Recruitment — advertising and the application process for employment? ☐ YES ☐ NO
- Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring? ☐ YES ☐ NO
- Rates of pay or any other form of compensation and changes in compensation? ☐ YES ☐ NO
- Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists? ☐ YES ☐ NO
- Leaves of absence, sick leave or any other leave? ☐ YES ☐ NO
- Selection of financial support for training, including apprenticeships, professional meetings, conferences and other related activities, and selection for leaves of absence to pursue training? ☐ YES ☐ NO

- Employer-sponsored activities, including social and recreational programs? ☐ YES ☐ NO
- Any other term, condition, or privilege of employment? ☐ YES ☐ NO

2. What policies, procedures, or modifications have been taken to ensure that no qualified person with a disability is denied the opportunity to participate in or benefit from services because of his/her disability and all qualified disabled persons are afforded opportunities to participate in or benefit from services provided to non-disabled persons:

- ☐ There is a policy in place to assure that appropriate assistance can be made available upon request.
- ☐ Application procedures have been developed for persons with disabilities requiring special accommodations.
- ☐ Physical accommodations have been made to accommodate persons with disabilities (water fountains, elevator buttons, public phones, bathrooms, etc.)
- ☐ Other (Explain):

Are these policies written? ☐ YES ☐ NO

If no, what actions are taken to ensure that they are maintained?

3. Identify any program qualifications, eligibility, admission requirements, or licensing standards that an individual must meet that might negatively affect individuals with disabilities. For each item answered that appears to have a negative effect, describe action(s) planned to reduce or eliminate the disparate impact.

- a. Do you currently provide a qualified person with a disability the opportunity to participate in, or benefit from, the aid, benefit, or service you provide? Examples might include accessibility to the spectator seating area at the city's baseball field, or the rodeo arena at the county fairgrounds. ☐ YES ☐ NO

- b. Are the opportunities for participation or benefit to the disabled, equal to the opportunities afforded the population at large? ☐ YES ☐ NO

- c. Do you avoid providing different or separate aids, benefits, or services to a qualified individual with a disability unless proven necessary to make them as effective as the aids, benefits, or services provided to others? ☐ YES ☐ NO

d. Do you allow qualified persons with disabilities an opportunity to participate in local policy planning or advisory boards? This includes providing reasonable accommodations in the scheduling and/or location of meetings, use of auxiliary aids including guide dogs, etc. ☐ YES ☐ NO

4. What procedures have been established to ensure that no person with a disability will be discriminated against as a result of methods of administration or through direct or contractual arrangements with your organization?

- ☐ All contractors and subcontractors are made aware of Section 504 requirements and appropriate training is offered.
- ☐ Language is included in organization contracts that ensure that contractors take steps to facilitate the participation of qualified individuals with disabilities in activity they operate on behalf of the organization.
- ☐ During monitoring, contractors'/subcontractors' policies are reviewed for compliance with Section 504 requirements.
- ☐ Other (Explain):

C. PROGRAM ACCESSIBILITY

NOTE: One of the most effective approaches to examining service and program accessibility is to conduct a "client path analysis". This analysis is simply a walk-through of the process needed for a citizen to participate in a service you provide. There are generally two aspects to the analysis: (a) analysis of the physical path traveled, and (b) analysis of the administrative requirements of the service delivery (i.e. eligibility criteria, application procedures).

1. Are all qualified disabled persons given the opportunity to participate in or benefit from services or activities that your organization offers? ☐ YES ☐ NO

2. Check all actions which apply to your organizations policies on program accessibility:

- ☐ Employment practices
- ☐ Common areas (bathrooms, hallways, doors, meeting rooms, etc.) are accessible.
- ☐ Telecommunication Device for the Deaf (TDD) is available and advertised.
- ☐ All material relating to organization and services it provides can be made available in other formats (i.e. Braille, audiotape, etc.) upon request and public is aware that this service is available.
- ☐ Public meetings are held in areas that are accessible.
- ☐ Other (Explain):

3. Are any structural changes needed to make programs accessible? If yes, describe: ☐ YES ☐ NO

4. Describe alternatives to structural changes that have been used or considered (e.g. rescheduling or relocating activities, redesigning of equipment) in order to achieve program accessibility.

5. If the organization undertakes acquisition, rehabilitation, or construction of facilities with federal funds, is there a policy in place that ensures that such facilities will be accessible for persons with disabilities? (Carried out in accordance with the Uniform Federal Accessibility Standards (UFAS)) ☐ YES ☐ NO

6. Describe any other policies, practices, or methods your organization has developed to include persons with disabilities in its programs and activities.

D. EMERGENCY EVACUATION

1. Describe how your organization notifies employees and members of the public in the event of an emergency.

2. Are adequate policies/methods in place to ensure that individuals with disabilities can be accommodated in the event of an emergency? ☐ YES ☐ NO

Please describe your policies or methods:

PART II - SUBRECIPIENTS WITH 15 OR MORE EMPLOYEES ONLY

1. Do you have a written policy regarding non-discrimination on the basis of disability that is in compliance with HUD requirements? ☐ YES ☐ NO

2. Does your Notice of Non-discrimination include the following:

Contact information for your 504/ADA Coordinator?

☐ YES ☐ NO

How to request auxiliary aids or other services?

☐ YES ☐ NO

That alternative formats are available?

☐ YES ☐ NO

That a complaint grievance procedure has been adopted?

☐ YES ☐ NO

3. Do you have a grievance procedure? *If you answered "No", then you must adopt a grievance policy for compliance with Section 504.*

☐ YES ☐ NO

If you answered "Yes", does it include the following?

A statement allowing an individual to submit a grievance in alternative formats?

☐ YES ☐ NO

A time limit for filing a grievance?

☐ YES ☐ NO

Information on how to also file a complaint through appropriate local, State or Federal?

☐ YES ☐ NO

4. Who in your organization has been designated to coordinate grievance procedures?

5. Who is responsible for coordinating the organization's Section 504 responsibilities?

PART III - MUST BE COMPLETED BY ALL SUBRECIPIENTS

1. What steps have been taken to consult with interested persons, including disabled persons or organizations representing disabled persons, in achieving compliance with Section 504? (Check/Complete all that apply)

☐ Disabled staff within organization consulted

Name of person consulted: _____ Date of consultation _____

☐ Disabled program participants or beneficiaries consulted

Name of person consulted: _____ Date of consultation _____

☐ Organization(s) representing disabled persons consulted

Organization consulted: _____ Date of consultation _____

Name of person consulted: _____ Date of consultation _____

2. Describe any alterations that need to be made within facilities or program design as a result of consultation:

CERTIFICATION OF SELF-EVALUATION SURVEY

To the best of my knowledge and belief, the statements made in this self-evaluation are true and correct and this document has been reviewed and authorized by the board of the organization that I represent.

Printed Name of Authorized Official

Title

Signature of Authorized Official

Date

Section 504 Transition Plan Format

Original Plan Date:	Revision Date:	Revision Date:	Revision Date:
Revision Date:	Revision Date:	Revision Date:	Revision Date:

Please list your organization's plan for implementing structural, procedural or policy changes identified in your Section 504 Survey. Please include all action items to be taken by your organization to obtain compliance with Section 504. If any action item cannot be completed within a reasonable time frame due to budget constraints, please indicate this in the comments column by that action item. Note: If action item is structural, please indicate the facility location address in the Action Description. For procedural and policy actions, if the action item relates to a specific program please include the name of the program or service in the Action Description.

[illegible]

Grievance Policy for Staff and Participants

The Operating Agency and Subcontractors must have a written grievance policy to address any complaints related to the CDBG-CV activity. There must be a grievance policy for employees AND participants.

The grievance policy must contain, but is not limited to:

- Addressing program participants, not just Agency staff
- Specifying the response procedures, timeframe, and staff person responsible for handling grievances
- Addressing discrimination complaints regarding race, color, religion, sex, national origin, age, disability, or political affiliation
 - Forward discrimination complaints to the CDA Executive Director within 2 working days of the initial complaint
- Addressing program complaints when participant feels deprived of the benefits of the program or complaints against the program. Could be a potential violation of CDBG-CV regulations.
 - Agency should attempt to resolve within 15 working days of the initial complaint
 - If Agency cannot resolve the complaint in this time frame, forward the complaint to CDA Executive Director within 2 working days of the exhaustion of the remedies available in the grievance policy